

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

JONES LANG LASALLE BROKERAGE, INC.,

Plaintiff,

- against -

NITYO INFOTECH CORPORATION,

Defendant.

1:23-cv-10738-VSB

**ANSWER TO  
COUNTERCLAIM**

Plaintiff Jones Lang LaSalle Brokerage, Inc. (“JLL”), by its attorneys, Fried, Frank, Harris, Shriver & Jacobson LLP, answers Defendant Nityo Infotech Corporation’s (“Nityo”) counterclaim as follows, and asserts the following affirmative defenses to the counterclaim:<sup>1</sup>

**RESPONSE TO NITYO’S FIRST AFFIRMATIVE DEFENSE**

1. JLL denies the allegations of paragraph 10 and specifically denies any negligence or breach of contract on JLL’s part, and further denies any negligence or breach of contract on JLL’s part that in any way caused or contributed to JLL’s alleged damages.

**RESPONSE TO NITYO’S SECOND AFFIRMATIVE DEFENSE**

2. Paragraph 11 is a reservation of rights to which no response is required. To the extent a response is required, JLL admits that Nityo purports to reserve a right to assert unspecified affirmative defenses in a subsequent pleading or pleadings. JLL further reserves all rights in connection with any later-asserted affirmative defenses, including that such later-asserted affirmative defenses were waived.

---

<sup>1</sup> Capitalized terms not defined herein shall have the same meaning as set forth in JLL’s complaint, ECF No. 1 (the “Complaint”).

**RESPONSE TO NITYO'S FIRST COUNTERCLAIM**

3. Paragraph 12 repeats, reiterates and re-alleges each, every, and all allegations contained in paragraphs one through eleven of the counterclaim. In response, JLL repeats, reiterates and realleges each and every allegation in its Complaint, and each and every response to paragraphs 10 and 11 of the counterclaim, with the same force and effect as if set forth fully herein.

4. JLL admits the first sentence of paragraph 13. JLL denies all other allegations in paragraph 13.

5. JLL denies the allegations in paragraph 14.

6. JLL denies the allegations in paragraph 15.

7. JLL denies the allegations in paragraph 16.

8. JLL denies the allegations in paragraph 17.

9. JLL denies the allegations in paragraph 18.

10. JLL denies the allegations in paragraph 19.

11. JLL admits that JLL procured a sublease agreement in June of 2023. JLL denies all other allegations in paragraph 20.

12. JLL admits the first sentence of paragraph 21. JLL denies the second sentence of paragraph 21. JLL denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 21.

13. JLL denies the allegations in paragraph 22.

14. JLL denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 23.

15. JLL denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 24.

16. JLL denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 25.

17. JLL denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 26.

18. JLL denies the allegations in paragraph 27.

19. JLL denies the allegations in paragraph 28.

20. JLL denies the allegations in paragraph 29.

21. JLL denies the allegations in paragraph 30.

#### **AFFIRMATIVE DEFENSES**

##### **FIRST AFFIRMATIVE DEFENSE (Failure to State a Claim)**

22. Nityo fails to state a claim upon which relief may be granted, including but not limited to because Nityo has not stated a breach of any express or implied obligations in the Services Agreement.

##### **SECOND AFFIRMATIVE DEFENSE (No Breach by JLL)**

23. Nityo's counterclaim is barred, in whole or in part, because JLL did not breach the Services Agreement and performed all of its obligations thereunder.

**THIRD AFFIRMATIVE DEFENSE  
(Waiver/Estoppel/Ratification)**

24. Nityo's counterclaim is barred, in whole or in part, by the doctrines of waiver, estoppel and/or ratification because, in the Amendment, which was executed by JLL and Nityo on or about July 26, 2023, Nityo explicitly ratified any actions taken by JLL.

**FOURTH AFFIRMATIVE DEFENSE  
(No Causation)**

25. Nityo's counterclaim is barred, in whole or in part, because the damages alleged by Nityo were not caused by JLL.

**FIFTH AFFIRMATIVE DEFENSE  
(No Damages)**

26. Nityo's counterclaim is barred, in whole or in part, because the damages alleged by Nityo are not recoverable pursuant to and/or are precluded by the terms of the Services Agreement.

**SIXTH AFFIRMATIVE DEFENSE  
(Nityo's Breach of the Services Agreement)**

27. Nityo's counterclaim is barred, in whole or in part, by Nityo's breach of the Services Agreement.

**SEVENTH AFFIRMATIVE DEFENSE  
(Failure to Mitigate)**

28. Nityo's counterclaim is barred, in whole or in part, because Nityo failed to mitigate its alleged damages.

**EIGHTH AFFIRMATIVE DEFENSE  
(Reservation of Rights)**

29. JLL reserves the right to amend and assert any additional defenses as may become known during the course of discovery.

**PRAYER FOR RELIEF**

WHEREFORE, JLL respectfully requests judgment:

- (a) dismissing Nityo's counterclaim with prejudice;
- (b) granting JLL the relief sought in its Complaint; and
- (c) granting JLL such other and further relief as the Court may deem just and proper.

Dated: New York, New York  
March 8, 2024

FRIED, FRANK, HARRIS, SHRIVER  
& JACOBSON LLP

By: /s/ Emilie. B. Cooper  
Emilie B. Cooper

One New York Plaza  
New York, New York 10004-1980  
(212) 859-8000  
emilie.cooper@friedfrank.com

Attorneys for Plaintiff  
Jones Lang LaSalle Brokerage, Inc.